Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

FRATERNAL COLLEGE SOCIETIES—EXPULSION OF SUBORDINATE CHAPTERS—INJUNCTION—HEATON ET AL. v. HULL ET AL., 59 N. Y. Sup. 281.—Charges were brought against a chapter of a college fraternal organization by its president because of lack of culture and refinement among the women of the college. No proof was offered that any rule of the order was broken except the exhibition of the constitution to counsel by a member of the order. No causes for expulsion are provided for by the constitution. Nor was any chance given the chapter to defend itself against the charges. *Held*, the court would enjoin consummation of the expulsion.

In the absence of defined regulations as to the causes for expulsion, it would seem that the ordinary principles of justice would govern. In *People* v. *N. Y. Produce Exchange*, 149 N. Y. 401, it was held that the causes of suspension and expulsion must be stated with reasonable certainty in the notice and the cause for action must be within the scope of the by-laws. But this case refers mainly to membership in corporations, but no distinction is recognized between corporations and voluntary unincorporated associations. The chief value of membership and association with members of other chapters of fraternal organizations lies in the initiation by a chapter of good standing, and the continuance of privileges as members of the local chapter. When that value has been destroyed, the blow comes home directly to all those who have become members of the local chapter, and so their individual rights would apparently be invaded.

GAS COMPANIES—DISCRIMINATION—BAILEY v. FAYETTE GAS-FUEL CO., 44 Atlan. 251 (Penn.).—*Held*, that a company incorporated for the purpose of supplying gas both for heating and lighting cannot discriminate by charging more for gas for lighting than for heating.

Unlawful discrimination is a term generally used to indicate a breach of a statutory or common-law duty to treat all customers alike, i. e., there must be no discrimination if there is an equality of conditions with respect to all customers affected. The American doctrine of legislative control over the rates of warehousemen is well settled in the case of *Munn* v. *Illinois*, 94 U. S., 113, and has of late years been applied to the regulation of the rates of gas companies, but with recognition of the fact that such control is not arbitrary and is always subject to judicial determination. The justification of such legislative control is the quasi-public nature of warehousemen, railroad, gas, ferry and bridge companies. In the case in question the conditions under which the customers were supplied were both similar and equal, and the only ground for discrimination was the differing value of the service to the customer, i. e., that the furnishing of gas for lighting was more valuable to the customer than the furnishing of gas for heating. Discrimination based on such grounds has never been sustained in cases of companies of another nature, and now for the first time it is decided that gas companies cannot charge varying rates for differing uses of the same kind of gas. Many gas companies in the different States have made such a distinction in charges, and if the courts of other States hold in accordance with the principal case these companies will be most markedly affected. The decision seems based on a logical interpretation of the doctrine of unfair rates and will in all probability be sustained by future cases.

HIGHWAYS—REASONABLE USE BY OWNER OF THE LAND—NUISANCE—LYMAN v. HOOPER, 44 Atl. 127 (Me.).

While it is true that adjacent owner, owning presumptively to the center of a highway, may, subject to the public easement, make a reasonable use of the land even within the location, yet a stack of hay with a white half cap, the corners of which are unfastened and flapping in the wind, placed within the highway about three feet from traveled part, is an object of such a character as will naturally frighten horses ordinarily gentle and well broken, and therefore is not a reasonable use, but constitutes a nuisance. Most of the cases of injury incurred on highways are against the municipalities for maintaining a nuisance or permitting an abutting owner to do so. In *Murray* v. *McShane*, 52 Md. 217, the same rule of law was applied; the owner of land on which was

a ruinous wall, which was declared a nuisance, being held liable. *Regina* v. *Watts*, 1 Salk. 357, and *Mullen* v. *St. John*, 57 N. Y. 567, is decided on same ground.

LEASE—WHAT CONSTITUTES—GOLDMAN v. NEW YORK ADVERTISING CO., 60 N. Y. Sup. 275.—The relation of landlord and tenant is not created where for compensation one person gives another authority to use the wall of a house for advertising purposes for a specified time.

Both appellant and defendant invoke legal principles that obtain between landlord and tenant. The relation of landlord and tenant did not exist, as the contract between the parties was not one for the possession and profits of lands or tenements neither was it for the possession or right of possession to the realty. In *Lowell* v. *Strahan*, 145 Mass. 1, it was held that affixing a sign to the wall in consideration of an annual payment was a license, and not a lease. It was permission to do a particular act, and gave no authority to do any other act upon the premises.

MASTER AND SERVANT—GROUNDS FOR DISCHARGE—EMPLOYERS' GOOD FAITH—MISCONDUCT—CONTRACT OF EMPLOYMENT—EMPLOYEE'S RIGHTS—ALLEN v. AYLESWORTH ET AL., 44 Atlan. 178 (N. J.).—An employee whose faithful service was sought by execution of a bond in his favor for an additional remuneration in event of such faithful service, was discharged for endeavoring to make secret examination of the employers' books. *Held*, that this was a breach of contract on part of employee, and employers were entitled to discharge him.

The court thoroughly exploits the right of a master to discharge an employee on grounds all of which are not assigned at time of discharge. This matter is well settled, for a master is never under obligation to assign any reason for dismissal of a servant, provided he can show that good and sufficient cause for dismissal existed at the time of discharge; *Sterling Emory Wheel Co.* v. *Magee*, 40 Ill. App. 340, and further reasons for discharge may be assigned even though *unknown* to master at the time the discharge was made. *Odeneal* v. *Heung*, 70 Miss. 172. This is now the general American doctrine. In the present case, the original cause for dismissal was the unauthorized and clandestine examination of the master's books, and this is held to be adequate cause for discharge as a breach of an implied condition of employment. There are cases in which the betrayal of the employers' secrets of trade was good ground for discharge, but the present case seems without precedent, as there was simply an endeavor to acquire the trade secrets of the employers. The court seems to apply the general rule correctly, as such an act would be a breach of a contract for good and faithful service. Further, it is held that the anticipation by the master of disobedience to orders by the servant does not constitute bad faith on the part of master in discharging such employee for the unauthorized examination of books. *Smith, Master and Servant*, p. 150, 151.

MUNICIPAL CORPORATIONS—ACTION FOR PERSONAL INJURIES—LIABILITY FOR ACTS OF STREET CLEANING DEPARTMENT—MISSONS ET AL. v. MAYOR, ETC., OF THE CITY OF NEW YORK, 54 N. E. 744 (N. Y.).—The negligence of the driver of an ash cart, employed in the street cleaning department, caused the death of plaintiff's intestate. *Held*, that the city was liable, as it was acting in its private capacity as distinguished from its governmental functions.

Judges O'Brien and Gray dissent and follow the doctrine of *Maxmilian* v. *Mayor, etc.*, 62 N. Y. 160, and *Ham* v. *Mayor, etc.*, 70 N. Y. 459. These two cases have been authoritative until reversed by the present case. While it is well settled that the city cannot be held liable while exercising its governmental functions, there is a conflict as to when the city is so acting. In *Jewett* v. *City of New Haven*, 38 Conn. 368, it was held that the fire department, established and organized under the provisions of the city charter, while engaged in extinguishing fires, was performing a public, governmental act, and that the city could not be held liable for injuries received through the negligence